

**Hartford Data Collaborative
Data Sharing Agreement**

1. Preamble

This Data Sharing Agreement ("Agreement"), is by and between ("Provider") _____ and the Hartford Board of Education/Hartford Public Schools acting by and through its Metro Hartford Innovation Services, ("MHIS"), with offices at 260 Constitution Plaza # 5, Hartford, CT 06103, and is effective as of the last date of signature shown below (the "Effective Date").

WHEREAS, MHIS will act as the linking hub of the Hartford Data Collaborative (HDC), with certain MHIS employees serving as HDC Data Integration Staff.

WHEREAS, Provider wishes to share data with MHIS in accordance with the terms and conditions of this Agreement and approved under the terms and conditions of the HDC Enterprise Memorandum of Understanding (EMOU), a copy of which is attached and incorporated herein.

NOW, THEREFORE, the parties, in consideration of mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

2. Transfer of Data from Provider to MHIS

Provider will submit to MHIS, or otherwise permit MHIS's HDC Data Integration Staff to electronically access the data associated with approved HDC Projects in accordance with the HDC EMOU. If Provider is transmitting the Confidential Data to MHIS (as opposed to providing access for downloading) Provider will transmit the Confidential Data electronically only via encrypted files and in accordance with MHIS's data security standards and MHIS' cybersecurity policies.

3. MHIS's Rights to Share/Redistribute the Data

Except as expressly provided in this Agreement and the HDC EMOU, any data submitted to HDC by the Provider will not be further distributed without Provider's written approval.

Data Access, Security, Use, and Deletion.

MHIS will comply with the following access and security requirements:

- a. Limited Access. MHIS will limit access to the Confidential Data to HDC Data Integration Staff who have signed the Confidentiality Agreement in Attachment B and are working on a specific HDC Project with the Provider under the terms of the HDC EMOU. Only Anonymized Data will be provided to HDC Data Recipients of approved HDC Projects as defined in the accompanying HDC EMOU.
- b. Secure Storage. MHIS agrees to proceed according to requirements, contained in (FISM) NIST SP800-39, Managing Information Risk. Furthermore, MHIS shall be responsible for maintaining a secure environment compliant with State policies, standards and guidelines, and other Applicable Law that supports the transmission of data in compliance with the Specifications. MHIS shall follow the specifics contained in (FISM) NIST SP800-47, Security Guide for Interconnecting Information Technology Systems and shall use appropriate safeguards to prevent use or disclosure of Data other than as permitted by the HDC EMOU, the (FISM) NIST SP800-47, and Applicable Law, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Data. Appropriate safeguards shall be those required by Applicable Law related to Data security, specifically contained in (FISM) NIST SP800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- c. Use. MHIS shall use the Confidential Data solely for purposes approved through the HDC EMOU ("Purpose"). MHIS shall only disclose the Confidential Data to HDC Data Integration Staff who have the authority to handle the data in furtherance of the Purpose. MHIS will only provide

approved HDC Project Data to HDC Data Recipients who have signed the HDC Data Use License in Attachment C. Any and all work carried out by MHIS in connection with HDC relative to any and all Data activities whatsoever shall be done solely by MHIS staff who are employed by the Hartford Board of Education/Hartford Public Schools, and any and all fees-for-use that are charged by MHIS to any and all HDC Data Recipients in connection with the HDC shall be collected for and deposited in the appropriate Hartford Board of Education/Hartford Public Schools account(s).

- d. Data Deletion. MHIS shall retain the Provider's Confidential Data for HDC projects for a period of twelve-months after providing the Anonymized Data to the HDC Data Recipient, unless otherwise agreed to by the Provider and MHIS. After this twelve-month period, all Confidential Data and Anonymized Data will be deleted by MHIS.

4. Anonymization of HDC Project Data

- a. Criteria for Anonymized Data. Only Anonymized Data may be released to HDC Data Recipients for approved HDC Projects. The Provider has determined that Anonymized Data shall remove all personal identifiers which can be used to distinguish or trace an individual's identity. Personal identifiers shall include those consistent with a HIPAA Limited Data Set (§ 164.514(b)(2)). These include name, social security number, residential address smaller than town or city, telephone and fax numbers, email address, Data Provider unique identifiers, vehicle or device identification numbers, web universal resource locators, internet protocol address numbers, and biometric records.
- b. Cell Suppression Policy. MHIS agrees that HDC Projects including data from the Provider in the creation of any dissemination materials (manuscript, table, chart, study, report, presentation, etc.) must adhere to the cell size suppression policy as follows. This policy stipulates that no cell (e.g., grouping of individuals, patients, clients) with less than 15 observations may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in a cell displaying less than 15 observations. Individual level records may not be published in any form, electronic or printed. Reports and analytics must use complementary cell suppression techniques to ensure that cells with fewer than 15 observations cannot be identified by manipulating data in adjacent rows, columns or other manipulations of any combination of dissemination materials generated through HDC Projects. Examples of such data elements include, but are not limited to, geography, age groupings, sex, or birth or death dates.

5. Provider Responsibilities for Meeting Legal Requirements

Provider has collected the Confidential Data from individuals. Accordingly, Provider is solely responsible for ensuring that all legal requirements have been met to collect data on individuals whose Confidential Data are being provided to MHIS, serving as HDC Data Integration Staff.

6. Mutual Indemnification

MHIS and Data Provider shall not be liable to each other or to any other party for any demand or claim, regardless of form of action, for any damages of any kind, including special, indirect, consequential or incidental damages, arising out of the use of the Data Provider's data pursuant to and consistent with the terms of this Data Sharing Agreement or arising from causes beyond the control and without the fault or negligence of a Data Partner.

7. Confidentiality and Breach Notification

- a. Confidentiality. All HDC Data Integration Staff shall be informed of the confidentiality obligations imposed by this Agreement and must agree to be bound by such obligations prior to any disclosure of Confidential Data to such HDC Data Integration Staff, as evidenced by their signature on the Confidentiality Agreement in Attachment A. MHIS shall protect the Confidential

Data by using the same degree of care as MHIS uses to protect its own confidential information, and no less than a reasonable degree of care.

- b. Breach Notification. MHIS is responsible and liable for any breach of this Agreement by any of its HDC Data Integration Staff. MHIS shall report to the Provider all breaches that threaten the security of the State's databases resulting in exposure of Confidential Data protected by federal or state laws, or other incidents compromising the security of the State's information technology systems. Such reports shall be made to the Provider within 24 hours from when MHIS discovered or should have discovered the occurrence. MHIS shall also comply with any Applicable Law regarding data breaches.

8. Modification; Assignment; Entire Agreement

This Agreement may not be modified except by written agreement of the Provider and MHIS. This Agreement may not be assigned or transferred without the Provider and MHIS's prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the Provider and MHIS and its successors and assigns. Notwithstanding anything to the contrary, each party has the right to disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement. This Agreement supersedes all previous HDC Data Sharing Agreements, whether oral or in writing.

9. No Further Obligations

The Provider and MHIS do not intend that any agency or partnership relationship be created by this Agreement. No party has any obligation to provide any services using or incorporating the Confidential Data unless the Provider agrees and approves of this obligation under the terms of the HDC EMOU. Nothing in this Agreement obligates the Provider to enter into any further agreement or arrangements, or furnish any Confidential Data, other information, or materials.

10. Compliance with Law, Applicable Law

The Provider and MHIS agree to comply with all Applicable Laws and regulations in connection with this Agreement. The Provider and MHIS agree that this Agreement shall be governed by the laws of the State of Connecticut, without application of conflicts of laws principles.

11. Term of Agreement

The parties may terminate this Agreement upon sixty (60) days' written notice to the other party. The terms of this Agreement that by their nature are intended to survive termination will survive any such termination as to Confidential Data provided, and performance of this Agreement, prior to the date of termination, including Sections 2, 3, 4, 5, 6, 7, 8, 9, and 10.

Notwithstanding the foregoing in this Section 12, and irrespective of any provision in this Agreement that may be to the contrary, in the event that the fees referenced in Section 4(c) exceed \$50,000, the Board of Education will be required to provide additional approval of the Agreement.

12. Use of Name

Neither the Provider nor MHIS will use the name of the other party or its employees in any advertisement or press release without the prior written consent of the other party.

13. Definitions

- a. Anonymized Data: Data where appropriate personal identifiers have been removed for an HDC Data Recipient such that the likelihood of being able to re-identify individuals is extremely low. The criteria for Anonymized Data are outlined in section 5a.
- b. Applicable Law: Including, but not limited to, FERPA (34 CFR, Part 99), HIPAA (42 U.S.C. § 1320-d6), 42 CFR Part 2, 26 U.S. C § 6103, 42 U.S.C. § 67, 42 U.S.C. § 503, 26 U.S.C. § 3304, subpart B of

20 C.F.R. Part 603, Connecticut Student Data Privacy Act, Conn. Gen. Stat. § 10-234aa et seq., Conn. Gen. Stat. § 17a-101k(a), and Conn. Gen. Stat. § 46b-124.

- c. Confidential Data: Data submitted by the Provider to MHIS that have not been Anonymized.
- d. HDC Data Integration Staff: The individuals who will have the approved responsibility of handling and securing relevant Confidential Data from Parties for approved HDC Projects. The HDC Data Integration Staff will consult with Party staff, clean Confidential Data, link Confidential Data, and prepare Anonymized Data for HDC Projects.
- e. HDC Data Recipient: The individual or organization that has received approval for an HDC Project to use integrated Anonymized Data for analysis, research, or evaluation purposes. The HDC Data Recipient may be an employee from an HDC Data Provider or an external researcher.
- f. HDC Project: A project approved under the terms of the HDC EMOU. An HDC Project must be analytic, research, or evaluative in nature. An HDC Project must require Confidential Data from two or more Data Providers and must be achievable by HDC Data Recipients with Anonymized Data.

14. Party Representatives

The Parties' contacts for purposes of this Agreement are:

Provider: Capital Workforce Partners

Metro Hartford Innovation Systems: Dr. Leslie Torres-Rodriguez

Hartford Data Collaborative: Michelle Riordan-Nold

The signature page for this Agreement is on the following page.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Connecticut Data Collaborative

Print Name: _____

Title: _____

Signature: _____

Date: _____

Provider Name

Print Name: _____

Title: _____

Signature: _____

Date: _____

Hartford Board of Education/Hartford Public Schools, acting by and through its Metro Hartford Innovation Systems (MHIS)

Print Name: Dr. Leslie Torres-Rodriguez

Title: Superintendent

Signature : _____

Date: _____

Form and Legality Approval

Corporation Counsel

Attachment A:
Hartford Data Collaborative
EMOU

**Attachment B:
Hartford Data Collaborative**

CONFIDENTIALITY AGREEMENT

I, _____, hereby acknowledge that, with regard to a request for information through the Hartford Data Collaborative (HDC) and the associated Data Sharing Agreement ("Agreement") between the Metro Hartford Innovation Services (MHIS) and _____(Provider), I may acquire or have access to confidential information or personally identifiable information associated with Hartford residents.

I agree to comply with all the terms of the Agreement regarding the access, use, and disclosure of any information submitted by Provider to MHIS.

At all times I will maintain the confidentiality of the information. I will not inspect or "browse" the information for any purpose not identified in the Agreement. I will not access, or attempt to access, my own information, or information relating to an individual or entity with which I have a personal or financial interest, for any reason not necessary to the performance of the work assigned to me under the Agreement. This includes, but is not limited to, information relating to family members, neighbors, relatives, friends, ex-spouses, their employers, and/or anyone not necessary for the work assigned.

At no time will I either directly or indirectly, disclose, or otherwise make the information available to any unauthorized person.

I agree to comply with all applicable state and federal laws and regulations with regard to confidentiality and security of the information, including but not limited to, the following.

FERPA (34 CFR, Part 99), HIPAA (42 U.S.C. § 1320-d6), 42 CFR Part 2, 26 U.S.C. § 6103, 42 U.S.C. § 67, 42 U.S.C. § 503, 26 U.S.C. § 3304, subpart B of 20 C.F.R. Part 603, Connecticut Student Data Privacy Act, Conn. Gen. Stat. § 10-234aa et seq., Conn. Gen. Stat. § 17a-101k(a), and Conn. Gen. Stat. § 46b-124.

Civil and criminal penalties for willful misuse of information can be found in the aforementioned citations.

Executed:

Organization Name: _____

Signature: _____

Date: _____

Printed Name: _____

Telephone: _____

Email: _____

Attachment C:
HDC DATA USE LICENSE

Appendix A:
Data Fields List